DOO NOVI TRADING NS
Broj 114
Datum 21.07. 2023 god
ZMAJEVO

CONTRACT ON RENTING MACHINERY

Entered here and between:

1. **NOVI TRADING NS DOO ZMAJEVO**, address: M.Tita bb Zmajevo, VAT: 100715874, Reg.No.:08725152 duly represented by Marko Hristić (hereinafter referred to as the **Lessor**)
and
2. **OBW GRADNJA DOO BEOGRAD – NOVI BEOGRAD**, Trg prijateljstva Srbije i Kine 4, soba 508, Novi Beograd, VAT: 111196714,Reg.No: 29507031, duly represented by Lu Changping (hereinafter referred to as the **Lessee**)

Whereas:

Lessee rent Equipment from Lessor with operators for Construction works, after friendly negotiation between two Parties, it is agreed as follows:

Subject of the Contract

Article 1

The subject of the Agreement is the lease of construction machinery, MANITOU telescopic cranes with an operator (further: vehicle) for the period from June 1, 2023. until the completion of works on the construction site Construction and reconstruction of the Novi Sad - Subotica railway, works: construction of an overpass in Vrbas (further: construction site) for working hours Monday - Saturday from 7:00 a.m. to 5:00 p.m.

Article 2

The rent of the subject of the contract specified in Article 1 of this Contract is:
- in the case of renting 1 vehicle - daily rental of a vehicle with a driver: 300 EUR based on 26 working days per month, daily working hours 10 hours.
Each hour of work above the agreed in the previous paragraph of this article is calculated at

机械租赁合同

由以下两方签订：

甲方：**NOVI TRADING NS DOO ZMAJEVO**, 址: M.Tita bb Zmajevo, 增值税号: 100715874, 注册号:08725152 由 Marko Hristić 先生代表（以下简称甲方）

и

乙方：**OBW GRADNJA DOO BEOGRAD – NOVI BEOGRAD**, Trg prijateljstva Srbije i Kine 4, soba 508, Novi Beograd, 增值税号: 111196714,注册号: 29507031, 由 陆长平先生代表 (以下简称乙方)

乙方根据工程施工需要，租用甲方工程机械设备和操作手，经甲乙双方友好协商，达成合同如下：

合同主题

第一条

本合同的主题为租赁工程机械、MANITOU 伸缩臂式起重机以及操作员（进一步：车辆）。 租赁期从 2023 年 6 月 1 日起，直至施工现场诺维萨德-苏博蒂察铁路的建设和重建工程完成，工程地点：弗尔巴斯建设一座立交桥（进一步：施工现场）。 工作时间周一至周六上午 7 点至下午 5 点。

第二条

本合同第一条规定的租金为：
- 如果租用 1 辆车 - 带司机的车辆， 每日租金：300 欧元，基于每月 26 个工作日，每日工作时间 10 小时。
超出本条前款约定的工作时间，每一小时工作时间按 30 欧元/小时的价格计算。

a price of 30 eur/hour. - in the case of renting 2 or more vehicles - daily rental of a vehicle with a driver: 285 EUR per vehicle, based on 26 working days per month, daily working hours 10 hours. Each hour of work above the agreed in the previous paragraph of this article is calculated at a price of 28.50 eur/hour.	- 如果租用 2 辆或更多车辆 - 带司机的车辆，每日租金：每辆车 285 欧元，每月 26 个工作日，每日工作时间 10 小时。 超出本条上段约定的工作时间，每个工作小时按 28.50 欧元/小时的价格计算。
The price does not include: - VAT - Work on Sundays In the case of working on Sundays, this work is treated as overtime and is paid additionally at the price calculated on the basis of the offer.	该价格不包括： - 增值税 - 周日上班 如果周日上班，则将被视为加班，并根据报价计算的价格另外算。
Payment **Article 3** The Lessee is obliged to make the payment within 15 (fifteen) days after receiving the invoice issued by the Lessor at the end of each accounting period, and based on the work orders approved by the Lessee. Payment is made in the dinar equivalent converted at the mid-rate of the NBS on the day the invoice is issued.	**付款** **第三条** 乙方有义务在每个会计期末从收到甲方开具的发票后 15（十五）天内并根据乙方批准的台班付款。 付款以第纳尔支付，汇率按照开票当日塞尔维亚国家银行欧元兑第纳尔汇率中间价执行。
Rights& Obligations of Both Parties **Article 4** 4.1. The operation of the vehicle is organized according to the Lessee's request. During the operation, the operator will be guided by the requirements of the Lessee. 4.2. The lessor is obliged to keep the vehicle in working order so that it can work and it must be fully insured. 4.3. The lessor is obliged to keep the vehicle in a clean condition and to maintain it regularly. In case of any defect, the Lessor is obliged to repair or replace the vehicle. These costs are borne by the Lessor.	**权利和义务** **第四条** 4.1. 乙方将组织车辆的工作，在运营过程中，操作手按照乙方指挥和要求工作 4.2. 甲方有义务保持车辆处于良好状态，并且必须投足车辆保险 4.3. 甲方有义务保持车辆清洁并定期进行保养。 如有任何缺陷，甲方有义务修理或更换车辆，引起来的费用由甲方承担。

4.4. The vehicle must be parked at the construction site of Lesse. Operators receive a daily work plan at the construction site at 7:00 a.m., before the start of work.	4.4. 车辆必须停放在乙方施工现场。 工作开始前，操作员早上 7:00 在施工现场收到每日工作计划。
4.5. The lessee is obliged to provide fuel for the operation of the vehicle in a timely manner, at least EURO 3 DIESEL quality, in order to ensure smooth operation.	4.5. 乙方有义务及时提供车辆运行所需的燃油，至少为 EURO 3 DIESEL 品质，以确保车辆顺利运行。
. ***Breach of the Contract***	**违反合同**
Article 5	**第五条**
If Lessor or Lessee want to end this Lease Contract, it shall be notified to the other party within 7 days in advance at least in writing.	甲方或乙方欲解除本租赁合同的，应至少提前 7 日以书面形式通知对方。
Settlement of disputes	解决争议
Article 6	**第六条**
Contracting Parties are agreed to resolve all disputed issues amicably in the spirit of good business relations, and if that is not possible, the disputed issues shall be resolved by the competent court in Novi Sad.	缔约方同意本着良好业务关系的精神友好解决所有争议问题，如果不可能，争议问题应由诺维萨德主管法院解决。
Final provisions	**最后条款**
Article 7	**第七条**
The Contract is made as bilingual - in English and Chinese language. In case of any discrepeances the English version shall prevail.	本合同以双语形式签订——英语和汉语。 如有任何差异，以英文版本为准。
Article 8	**第八条**
This Contract is made in 4 (four) identical copies, 2 (two) of which for each Contracting Party.	本合同一式四（四）份，每个缔约方各两（两）份。
This Contract shall become effective at a date of signing by both Parties.	本合同自双方签字之日起生效。
LESSOR : NOVI TRADING NS DOO ZMAJEVO	**甲方：**

(Marko Hristic)

LESSEE:
OBW GRADNJA DOO BEOGRAD-NOVI BEOGRAD

NOVI TRADING NS DOO ZMAJEVO

(Марко Христић)

乙方:
OBW GRADNJA DOO BEOGRAD – NOVI BEOGRAD

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